

EXHIBIT B

From: Akiva Cohen <acohen@kusklaw.com>
Sent: Thursday, June 8, 2023 1:42 PM
To: Geoffrey G. Grivner; Steve Brauerman; Ronald Golden
Cc: Dylan Schmeyer; Mike Dunford; Kathryn Tewson; Levine, James H.S.
Subject: Judge Williams' Order

Geoff,

In light of Judge Williams' order, I wanted to reach out and see if you agreed with us that there is no longer anything left to try. From the first amended complaint:

Count 1: Specific Performance against ChanBond. **Settled.**

Count 2: Breach of Contract against ChanBond (PPA). **Settled.**

Count 3: Breach of Contract against ChanBond (ISA). **Settled.**

Count 4: Declaratory Judgment against ChanBond (ISA). **Settled. Also there is no longer an actual controversy.**

Count 5: Declaratory Judgment against ChanBond (PPA Sec. 2.8). **Settled. Also there is no longer an actual controversy.**

Count 6: Declaratory Judgment against ChanBond (PPA Sec. 2.8). **Settled. Also there is no longer an actual controversy.**

Count 7: Injunctive relief. **Moot**

Please let us know your position immediately.

Separately, your settlement with ChanBond released any claims that CBV might have against either IPNAV (ChanBond's former agent) or Deirdre Leane (a former member and manager of ChanBond and Unified shareholder, and Billy Carter's predecessor as Manager of ChanBond). *See* Settlement, Section 3.1 (releasing ChanBond, Unified, Billy Carter, and their "present **and former** ... shareholders ..., managers, members, ... agents, ... and, where applicable, their respective predecessors")

And in that regard: We were going to raise that defense as part of our motion to dismiss if the Court allowed leave to amend; now that the Court has denied leave to amend the complaint, we need to amend our answer to assert it as an affirmative defense. If your client believes that anything in this case remains live, please let us know if you consent to that amendment.

Best,

Akiva M. Cohen

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